

## **REMARKS**

In view of the foregoing amendments and the following remarks, reconsideration of the above referenced application is respectfully requested.

Claims 1-9, 16 and 17 stand rejected under 35 USC §102(e) as being anticipated by Bondy, U.S. Patent application US 2003/0046147 A1. Claims 10-15, 19 and 20 stand rejected under 35 USC §103(a) as being unpatentable over Bondy, in view of Dicks et al, U.S. Patent application US 2002/0007334 A1.

Applicant appreciates the Examiner's time extended during the Examiner's phone interview on January 18, 2006. To summarize, Applicant's attorney discussed the differences between Applicant's independent Claim 1 and Bondy, including pointing out that Bondy requires a third party to complete a transaction between a member and an affiliate organization provider, shown as system 10 in Figure 1 and depicted in the block diagram of Figure 9. This third party system 10 does not allow a member of a first affinity partner to purchase directly from each of the affiliate organization providers. Rather, a third party, such as Koinonia, handles orders and operates as a "middleman". To make Claim 1 even more clear, Applicant has amended independent Claim 1 to further recite that the purchase from the member to the affiliate organization provider is made "without using a third party".

Applicant's invention, as claimed, derives technical advantages in that it eliminates the "middle man" as shown in Figure 5, depicting that subscribers purchase directly from the affiliate organizations. See Applicant's specification page 3, lines 14-16). The direct purchase by a member from an affiliate organization provider then results in the transfer of residual revenue from the affiliate organization provider to the member's affinity organization for distribution. (See specification page 16 line 19 – page 17, line 4, page 17 line 19 - page 18, line 3). The Infiniti business system described in the specification may include software that maintains, from a members perspective, the appearance of an affinity organization, such as the

Boy Scouts of America, or the National Football League. When the member signs on to their affinity organization web page, and then links into the core infinity web site, the infinity web site appears to that member as a web site operated by that of the members affinity organization. (See specification page 11 lines 15 – page 12 line 1). The core business may store a template which may be used to direct a subscriber to an affiliate organization who sells goods and services directly to the subscriber. (See specification page 14 lines 17- Page 15 line 1). The core business may use a cookie to identify the user as a customer having the associated partner, or use as a link cookie to identify the web site from which the customer is linked to the core web site. (See specification page 15 lines 5-8). Advantageously, each affiliate organization provider pays a contractual agreed upon fee to the core business based upon the purchases of the subscribers with the affiliate organization. (See specification page 16 lines 6 -12). The making of a purchase by a subscriber from an affiliate organization results in the transfer of residual revenue from the affiliate organization to the core business for distribution. (See specification page 17 line 19- page 18 line 3).

In summary, the electronic core business directs the subscribers to purchase directly from the affiliate organization and may use a cookie as an identifier of the user, thus allowing the affiliate organization to identify the user as a customer having the associated partner so that a residual can be paid back to the core business. With emphasis, the electronic core business does not take or receive orders. This is one of the advantages whereby the electronic core businesses can stay out of the purchasing loop, and rather, collect a residual revenue based on the purchases directly made by the subscriber with the affiliate organization. The Electronic core does not collect any monies, and thus would not be subject to any usury laws in the United States. The Electronic core business, rather, has a contractual relationship with the affiliate organization to receive a residual income when the affiliate organization recognizes a purchaser as a subscriber.

Accordingly, independent Claim 1, as amended, defines a direct purchasing arrangement between a subscriber and an affiliate organization that is neither taught nor suggested by Bondy.

With regards to dependent Claim 3, there is further recited a second affinity partner that is electronically associated with and is a subset of the first affinity partner. Bondy fails to teach

or suggest a second affinity partner electronically associated with the first affinity partner.

With respect to dependent Claim 9, there is further recited that the core business is enabled such that no funds that are transferred from the member to the organization provider are handled by the core business. Again, this feature is advantageous because there is no third party (middle man) and all funds are direct between the member to the affiliate organization provider. Again, in contrast, Bondy includes a third party, such as Koinonia, which receives funds and places bulk orders with the affiliate organization provider.

With regards to dependent Claim 10, there is further recited that the first affinity partner receives a stock option in the core business. Support for this limitation is found in Applicant's specification on page 19 line 5 – 13. Bondy fails to teach or suggest such a stock ownership in the electronic core business. Rather, the members are simply disclosed as being members of the church.

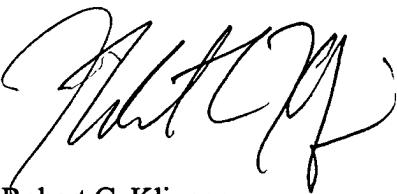
Dependent Claim 11, which depends from dependent Claim 3, further recites that the secondary affinity partner receives a stock option in the core business. Support for the limitation is found in Applicant's specification on page 19 lines 5-13 as well. Bondy fails to teach or suggest stock options, let alone any ownership of the electronic core business.

Dependent Claims 16 has been amended to further recite the method of enlisting a plurality of affiliate organization providers to offer a good or service for purchase directly to the subscriber via the system without using a third party. Independent Claim 21 recites an electronic purchasing platform and has also been amended to recite that the platform includes means enabled to allow a member of a plurality of affinity partners to make purchase directly from a plurality of remote affiliate organizations without using a third party. Independent Claim 16 and 21 are allowable and distinguished over Bondy for those reasons provided with respect to independent Claim 1.

Applicant appreciate the Examiner's reconsideration of this case, and appreciating the technical differences between Applicant's claimed invention and that disclosed by Bondy.

If the Examiner has any further questions, the Examiner is encouraged to contact the undersigned attorney to resolve these matters by Examiner's amendment. No additional fees are believed to be due, however, the Commissioner is authorized to debit Applicant's Deposit Account 50-1752 should any additional fees be due.

Respectfully Submitted,



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